

Easement Reference No:

EASEMENT AGREEMENT FOR SEWERAGE FACILITIES

**On-Site Grinder Pump System**

This Perpetual Easement Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ hereinafter designated as GRANTOR and the City of Lake Forest Park (City), a Washington Municipal Corporation, hereinafter designated as GRANTEE, does hereby grant unto the GRANTEE, its successors assigns, agents, engineers, surveyors, contractors, subcontractors, employees and others permission and a non-exclusive right of entry upon all of the property described on the attached Exhibit A not occupied by building structures, subject to the following terms and conditions:

1.     TITLE             GRANTORS covenant that they are the lawful owners of the property described in EXHIBIT A and that they have the right to execute this Perpetual Easement agreement Document.
  
2.     PURPOSE        This Perpetual Easement Agreement is for the purpose of inspecting, operating and maintaining on-site grinder pump sewerage facilities. These sewerage facilities generally include: pump sump, grinder pump, pump control panel, power supply (from control panel to pump) and pressure lateral and all other necessary components hereinafter designated as the Facilities necessary to provide sanitary sewer service to GRANTORS' property as described in Exhibit A. Installing grinder pump system which includes side sewer from structure plumbing to grinder pump sump, pump sump, grinder pump, pump control panel, power supply, pressure lateral (to valve box) in accordance with City requirements by GRANTOR. Maintaining side sewer from structure plumbing to grinder pump sump shall be the responsibility of the GRANTOR.
  
3.     FACILITY LOCATIONS       Location of Facilities to be installed shall be determined by site conditions and as mutually agreed to by GRANTEE and GRANTOR. The approximate location of Facilities is as shown on the attached sketch prepared by GRANTOR in accordance with GRANTEE's requirements designated Exhibit B, which shall be initialed and dated by both GRANTEE and GRANTOR.

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4. PERPETUAL EASEMENT Upon completion of the installation of the Facilities and acceptance of the Facilities by the City, an area shall be defined as a Perpetual Easement for the Facilities as approximately shown on Exhibit B upon, under, across and through the real property described in Exhibit A, being a strip of land, five (5) feet in width, lying two and one-half (2.5) feet on each side of the Facilities as constructed. The Perpetual Easement shall include; 1) a 5-foot strip of land along the centerline of the lateral pressure line from the valve box to the pump vault structure; 2) a five (5) foot strip of land along the power and control wiring conduit, from the pump sump up to, and including, the control panel; 3) a 10-foot diameter area, the center of which is the center of the pump sump structure.
5. ACCESS GRANTEE shall have the right, upon 24-hour prior notice to GRANTORS, to enter upon the Property, by foot or vehicle, for the purposes set forth above (except that no notice shall be required in the event of emergency or for routine servicing performed during normal working hours by identifiable employees, agents or contractors of GRANTEE).
6. OBSTRUCTIONS GRANTEE may from time to time remove trees, bushes, or other obstructions within the Perpetual Easement Area and may level and grade the Perpetual Easement Area to the extent reasonably necessary to carry out the purposes set forth herein.
7. GRANTOR'S USE OF PERPETUAL EASEMENT AREA GRANTOR reserves the right to use the Perpetual Easement Area for any purpose not inconsistent with the rights herein granted; provided that, within the Perpetual Easement Area, GRANTOR shall not (i) erect any structure or fixture; (ii) plant trees; (iii) maintain any other obstruction that would interfere with GRANTEE'S use of the Easement Area. GRANTOR shall not excavate within the Perpetual Easement Area and shall not undertake any activity on the property that would disturb the compaction or unearth the Facilities or endanger the lateral support to the Facilities. GRANTOR shall not alter the surface level or- elevation of the ground within the Perpetual Easement Area. If GRANTOR violates this paragraph, GRANTEE shall have the right to remove, or require removal of, any obstruction, or to restore, or require restoration of, the Perpetual Easement Area to the condition that existed before violation of this paragraph either of which shall be accomplished within a reasonable period of time and at GRANTOR'S expense.

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8. BINDING EFFECT; SUCCESSORS AND ASSIGNS GRANTEE shall have the right to assign, apportion, or otherwise transfer any or all of its rights, rights, privileges, and interests arising herein. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall be deemed to run with the land. This instrument may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors and assigns, recorded with the County Auditor.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

GRANTOR

GRANTEE

\_\_\_\_\_

City of Lake Forest Park

Property Owner

City

\_\_\_\_\_

City of Lake Forest Park

Property Owner

City

STATE OF \_\_\_\_\_)

)SS

COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

NAME: \_\_\_\_\_

(Print Name)

SIGNATURE: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

Residing in \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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EXHIBIT A  
Property Description

**Property address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Parcel #** \_\_\_\_\_

**Property legal description:**

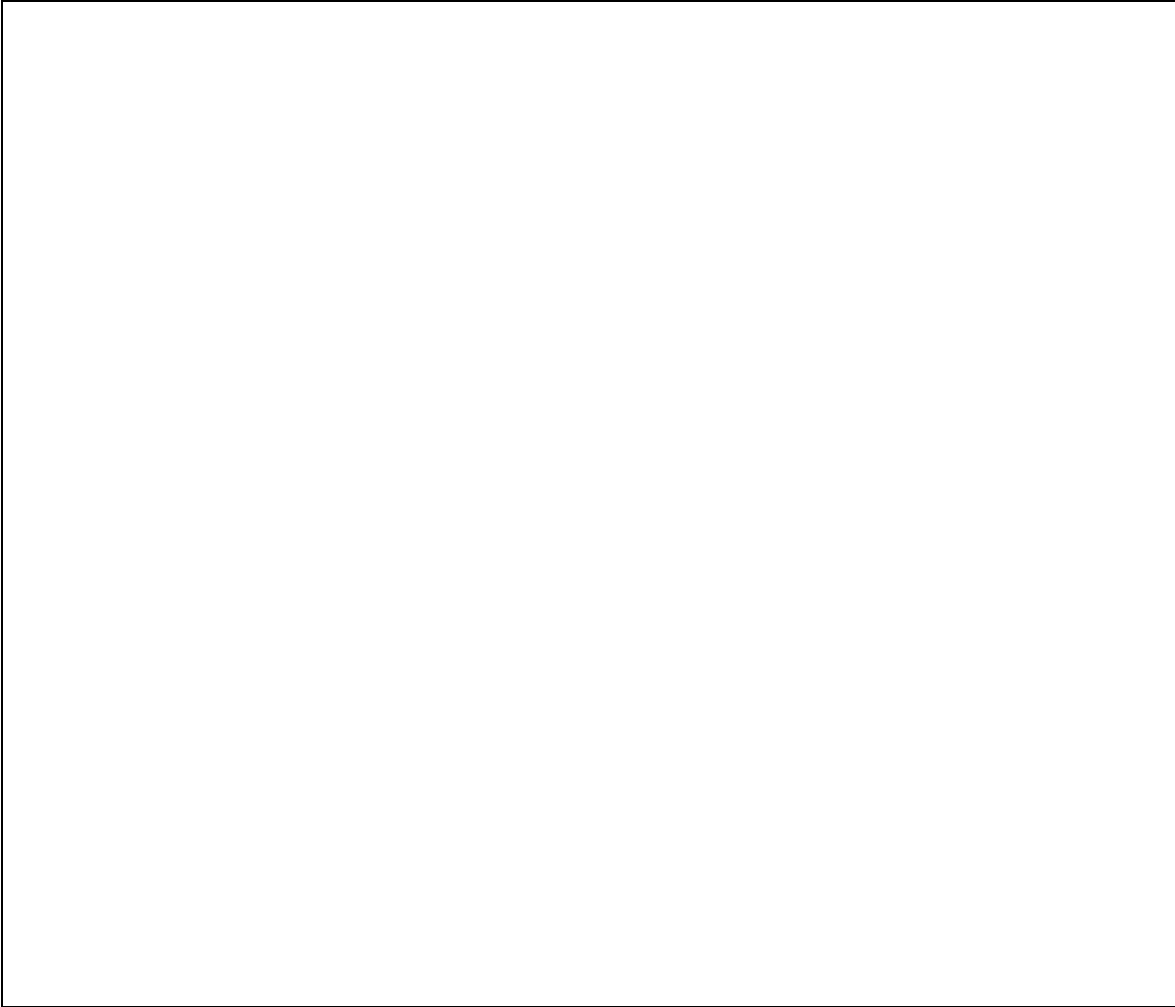
**(Please do not write outside the box)**

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EXHIBIT B

Approximate Facility Location Map

**(Please do not write outside the box)**



GRANTOR

\_\_\_\_\_

Property Owner

Date: \_\_\_\_\_

GRANTEE

City of Lake Forest Park \_\_\_\_\_

City

Date: \_\_\_\_\_